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GEORGE E. COLE\* LEGAL FORMS FORM NO. 2202 April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

This instrument was prepared by JOSEPH J. CASIOR 1200 Harger Road,

26001506

| THIS INDENTURE WITNESSETH, That DONALD R. HOSSL   | ER AND   |
|---|--|
| CAROL-ANNE HUGHES HOSSLER, HIS WIFE   |  |
| (hereinafter called the Grantor), of 410 S. Catherine, LaGrange, Illinois (No. and Street) (Cip)  | (State)  |
| for and in co. s. teration of the sum of Seven Thousand Five Sixty To and 40/100ths   |  |
| in hand paid, CO VEY AND WARRANT to<br>ROSANNE_IL. IN STON, AS TRUSTEE  |  |
| of 1200 Hr.rer Road, Oak Brook, Illino  | İS (State)   |
| as Trustee, and to his end seems in trust hereinafter named, the following estate, with the improvem a ts hereon, including all heating, air-condition plumbing apparatus and figures and everything appurtenant thereto, tog   | oning, gas and gether with all Above Space For Recorder's Use Only   |
| rents, issues and profits of said premises, situated in the County ofG<br>Lot 3 in Block 1 in Lr.Grange, in Section 4   |  |
| 12, East of the Third Principal Meridian,   |  |
|   |  |
| Hereby releasing and waiving all rights under and by virtu  | ad exemption laws of the State of Illinois.  |
| IN TRUST, nevertheless, for the purpose of securing perfor, name of the   | covenants and agreements herein.   |
| WHEREAS. The Grantor is justly indebted upononepro'pro<br>in 60 successive monthly installments comme   | enging on the 21st day of October, 1981  |
| and on the same date of each month thereaf  | cer all except the last installment to be  |
| in the amount of \$126.04 each and said las   | tingtallment to be the entire unpaid balan-<br>s instrument shall secure for a period of   |
| of said sum. It is also intended that this<br>five years any extensions or renewals of sa   | aid Ican and any additional advances up to   |
| a total amount of Seven Thousand Five Hunds   | red Silvy Two and 40/100ths Dollars.   |
|   |  |
|   |  |
|   | $\mathcal{O}_{\mathcal{C}}$  |
| THE GRANTOR covenants and agrees as follows: (1) To pay said indebter   | dness, and the interest there.   |
| or according to any agreement extending time of payment; (2) to pay whe   | n due in each year, all taxes and as ments against said premises, and of   |
| premises that may have been destroyed or damaged; (4) that waste to said promises to said premises insured in companies to be selected by the gran  | remises shall not be computed or suffere (5) to keep all buildings now or too herein, who is hereby hydrorized to all a case historized to be herein.        |
| acceptable to the holder of the first mortgage indebtedness, with loss clause<br>Trustee beggin as their interests may appear, which policies shall be left an  | attached payable uss, to the first Truster of older gagee, and second, to the  |
| paid; (6) to pay all prior incumbrances, and the interest thereon, at the time  | or times when the same shall become due and pay, ble.  |
| THE GRANTOR covenants and agrees as follows: (1) To pay said indebte or according to any agreement extending time of payment; (2) to pay whe demand to exhibit receipts therefor; (3) within sixty days after destruction premises that may have been destroyed or damaged; (4) that waste to said prany time on said premises insured in companies to be selected by the gran artustee herein as their interests may appear, which policies shall be left an paid; (6) to pay all prior incumbrances, and the interest thereon, at the time IN THE EVENT of failure so to insure, or pay taxes or assessments, or tholder of said indebtedness, may procure such insurance, or pay such taxes premises or pay all prior incumbrances and the interest thereon from time without demand, and the same with interest thereon from the date of na | or assessments, or discharge or purchase any tas, lien or life affecting sail  |
|   | medi n17.66_ per cent per annum shall be so n ach additional   |
| indebtedness secured hereby.<br>INTHE EVENT of a breach of any of the aforesaid covenants or agreement<br>shall, at the option of the legal holder thereof, without notice, become home   | saffe whole of said indebtedness, including principal and all arm. Cinterest, diately due and payable, and with interest thereon from time cost a breach     |
|   | thereof, or by suit at law, or both, the same as if all of said indeb.er'ness had  |
| IT IS AGREED by the Grantor that all expenses and disbursements paid o<br>including reasonable attorney's fees, outlays for documentary evidence, ste   | r incurred in behalf of plaintiff in connection with the loreclosure here n mographer's charges, cost of procuring or completing abstract showing the        |
| It is AGREED by the Grantor that all expenses and disbursements paid o including reasonable attorney's fees, outlays for documentary evidence, ste whole title of said premises embracing foreclosure deerges, shall be paid by suit or proceeding wherein the grantee or any holdenof any part of said indebex expenses and disbursements shall be an additional har upon said premises.   | y the Grantor; and the like expenses and disbursements, occasioned by any otedness, as such, may be a party, shall also be paid by the Grantor. All such     |
| expenses and disbursements shall be an additional light upon said premises, such foreclosure proceedings; which proceeding, which referee of sale shal until all such expenses and disbursements, and the costs of suit, including attexecutors, administrators and assigns of the Country waives all right to the proceedings, and agrees that upon the flug of any complain to foreclose the without notice to the Grantor, or to any purely claiming under the Grantor, appoiled the rents, issues and profits to the baid premises.  The agree of a record owner. SONALD R. HOSSLER AND   | shall be taxed as costs and included in any decree that may be rendered in<br>I have been entered or not, shall not be dismissed, nor release hereof given,  |
| until all such expenses and disbursements, and the costs of suit, including atte<br>executors, administrators and assigns of the Orantor waives all right to the  | orney's fees, have been paid. The Grantor for the Grantor and for the heirs, possession of, and income from, said premises pending such foreclosure          |
| proceedings, and agrees that upon the fling of any complaint to foreclose th<br>without notice to the Grantor, or to any party claiming under the Grantor, ap   | his Trust Deed, the court in which such complaint is filed, may at once and<br>spoint a receiver to take possession or charge of said premises with power to |
| collect the rents, issues and profits with Said premises.  The name of a record owner is DONALD R. HOSSLER AND  | CAROL-ANNE HUGHES HOSSLER, HIS WIFE  |
| IN THE EVENT of the death or removal from said DUPAGE   | County of the grantee, or of his resignation, refusal or failure to act, then  |
| VIRGIL_T. STUTZMAN  | of said County is hereby appointed to be first successor in this trust:  |
| and if for any like couls, said first successor fail or refuse to act, the person appointed to be second successor in this trust. And when all of the aforesaid   | devenants and agreements are performed, the grantee or his successor in  |
| rust, shall release said premises to the party entitled, on receiving his reason This trust deed is subject to  | name changes.  |
|   | Controller 91  |
| Witness the hand and seat of the Grantor this that day of   | September 19 81  |
|   | Drawld R. Asola (SEAL)   |
| Please print or type name(s)  | DONALD R. HOSSLER  |
| elow signature(s)   | Carol Canatholic Hosler ISEAL)   |
|   | Carol Clan Licha tosser (SEAL)   |

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| STATE O                                   |                       | llinois<br>Cook  |                | } ss.               |  |                                |
|---|-----------------------|------------------|----------------|---------------------|--|--------------------------------|
| I   | oresaid, I            |                  |                | •                   | y Public in and for said Cou   | enty, in the                   |
| арреагоц                                  | ly know               | me this day in p | erson and acki | nowledged that they | ubscribed to the foregoing is signed, sealed and delivered the set forth, including the second secon | d the said                     |
| Giv.                                      | en unde               | 161              |                | _ Edwo              | nd G Huf   |                                |
| Commiss                                   | ion Expi              | ires 12-19-8     | 3004           |                     |  |                                |
| deney //<br>RECORDER                      | 00010097              | SOF TO CHE       |                | County              |  |                                |
| COOK COUNTY, ILLINOIS<br>FILED FOR RECORD | 1981 SEP 17 AM 10: 15 |                  |                |                     | TSOM   |                                |
| SECOND MORTGAGE  Trust Deed               |                       | TO               |                | BOX 533             | MAIL TO: BEN FRANKLIN SAVINGS & LOAN 1200 Harger Road Oak Brook, Illinois 60521 CONSUMER LOANS   | GEORGE E. COLE®<br>LEGAL FORMS |

END OF RECORDED DOCUMENT